

Appendix F

Covenant Deed with Declaration of Environmental Easement and Restrictive Covenants

Illinois Covenant Deed

Notes on Use: This deed should be used in conjunction with a recorded restrictive covenant. For example, the sample restrictive covenant at g:user/share/models/CERCLA/Institutional Controls/Illinois/ILrestrictive covenant), requires notice and reservation in future conveyances of the recorded restrictive covenant. By using this deed the owner clearly states that the Grantee takes subject to the recorded restrictive covenant. In addition, the owner is reserving for itself the ability to enforce the restrictive covenant in the future. The recorded restrictive covenant is attached as Exhibit C to this document.

COVENANT DEED

THIS INDENTURE, made this ____ day of _____, 200__, between Hamilton Sundstrand Corporation, with its principal place of business at 4747 Harrison Avenue, Rockford, Illinois (Winnebago County), Illinois 61125 (hereinafter referred to as "Grantor"), and _____ a _____, with its principal place of business at _____ (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of _____ Dollars (\$_____), in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of Rockford, County of Winnebago, State of Illinois, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the exceptions set forth on Exhibit "B" hereto and subject to the reservation of the right to enforce the restrictions and covenants set forth in the Environmental Easement and Declaration of Restrictive Covenant, recorded at Liber ___, Page ___, Winnebago County Records, a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Restrictive Covenant"). And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

Grantor reserves a right of access for itself over, on and under the Real Property in order to exercise the right, but not the obligation, to perform any actions necessary to implement or maintain compliance with the restrictions, covenants, obligations and all terms contained in the Restrictive Covenant.

Grantor reserves for itself the right to enforce the restrictions and covenants of the Restrictive Covenant.

Grantor and Grantee hereby acknowledge and agree that all restrictions, covenants, obligations and terms of the Restrictive Covenant are incorporated herein as if set forth in full herein and shall be binding upon Grantee, its successors and assigns, and shall run with the Real Property. Grantor and Grantee also acknowledge and agree that the restrictions and covenants set forth in the Environmental Easement and Declaration of Restrictive Covenant are for the purposes of implementing the Consent Decree entered on _____, 2008 ("Consent Decree"), resolving the case of ***United States of America and the State of Illinois v. Hamilton Sundstrand Corp.***, Civil Action No. ____ (N.D. Ill.) and the Statement of Work attached as Appendix C to the Consent Decree and are valid and may be enforced against Grantee and Grantee's successors in title by the following entities: (a) Grantor; (b) the Illinois Environmental Protection Agency ("Illinois EPA") and its successor agencies or departments as a third party beneficiary; and (c) the United States Environmental Protection Agency ("U.S. EPA") and its successor agencies or departments, as a third party beneficiary.

Grantee hereby agrees that (a) agreement to comply with the terms and obligations of the Restrictive Covenant shall be expressly included by Grantee, its successors and assigns in any instrument transferring complete or partial possession or ownership of the Real Property; (b) U.S. EPA and Illinois EPA shall be expressly named in any such instrument as third party beneficiaries of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA and/or Illinois EPA may directly enforce the restrictions and covenants in the Restrictive Covenant as against the transferee under such instrument and any successor to any such transferee; (c) any such instrument, or memorandum thereof, effecting such transfer shall be recorded with the Winnebago County Register of Deeds; and (d) the requirements of this paragraph shall run with the Real Property.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the Presence of:

Hamilton Sundstrand Corporation,
a Illinois corporation

By: _____

Its: Director, _____

STATE OF ILLINOIS)
) ss:
COUNTY OF WINNEBAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by Hamilton Sundstrand Corporation of Rockford, Illinois, a Illinois corporation, on behalf of said corporation.

(SEAL)

Notary Public
Winnebago County, IL
My Commission expires:

Prepared by:

When recorded return to:

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B
EXCEPTIONS
(AS NEEDED)

EXHIBIT C
ENVIRONMENTAL EASEMENT
DECLARATION OF RESTRICTIVE COVENANT